

**INTERLOCAL CONTRACT #2017-CPU-08**

between

**CLARK PUBLIC UTILITIES**  
PO Box 8900, Vancouver, Washington 98668

and

**CLARK COUNTY**  
P.O. Box 5000, Vancouver, WA 98666

<b>Program:</b>	<b>CPU Weatherization Funding</b>
<b>Contract Period:</b>	January 1, 2017 – December 31, 2027
<b>Total Contract Amount:</b>	Not to exceed \$5,000,000

<b>CPU Program Contact</b>	<b>County Program Contact</b>	<b>County Fiscal Contact</b>
Larry Blaufus 360-992-3598 lblaufus@clarkpud.com	Mike Selig 360-397-2075 x4540 mike.selig@clark.wa.gov	John Jokela 360-397-2075 x7883 john.jokela@clark.wa.gov

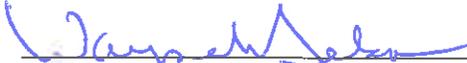
By signing below, Clark Public Utilities hereinafter referred to as "CPU" and Clark County, hereinafter referred to as the "County," agree to the terms of this Interlocal Contract.

**FOR CLARK COUNTY:**

DocuSigned by:  
  
 2/21/2017  
 FB5426E8B9FA42C...  
 Mark McCauley, County Manager

Date Signed: \_\_\_\_\_

**FOR CLARK PUBLIC UTILITIES:**

  
 Wayne Nelson, General Manager

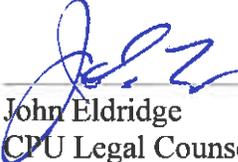
Date Signed: 2-7-17

**APPROVED AS TO FORM:**

DocuSigned by:  
  
 F6B2CB11526542F...  
 Amanda Migchelbrink  
 Deputy Prosecuting Attorney

Date Signed: 2/9/2017

**APPROVED AS TO FORM:**

  
 John Eldridge  
 CPU Legal Counsel

Date Signed: \_\_\_\_\_

**1. PURPOSE**

The purpose of the weatherization program described in this contract is to provide weatherization assistance to income-qualified citizens of Clark County. In accordance with RCW 39.34 (Interlocal Cooperation Act) CPU and the County are entering into this Interlocal Contract to combine CPU weatherization assistance funds with County-managed local, state, and federal funds to provide a more complete and comprehensive program delivery than if CPU and the County proceeded separately.

**2. ADMINISTRATION**

CPU and the County agree to consolidate and jointly manage the weatherization program described herein.

**3. APPLICABILITY OF LAW**

3.1. This Contract is and shall be construed as being executed and delivered within the State of Washington and it is mutually agreed by the parties that this Contract, as amended, shall be governed by laws of the State of Washington, both as to interpretation and performance.

3.2. Venue shall be Clark County, Washington.

**4. ASSIGNMENT**

This Contract may not be assigned by either party without the written consent of the other.

**5. CONTRACT PERIOD**

The contract period is listed on the signature page of this contract.

**6. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Contract may be exchanged by electronic transmission, including by email, and executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

**7. ENTIRE CONTRACT**

The parties agree that this Contract is the complete expression of the terms hereto, and

any oral representations or understanding not incorporated herein are excluded. Except as otherwise provided in this Contract, any modification shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Contract and cause for termination. The parties recognize that time is of the essence in the performance of this Contract. The parties agree that the forgiveness of non-compliance with any provision of this Contract does not constitute a waiver of the provisions of this Contract.

## **8. FUNDING**

- 8.1. On or about February 1, 2017, CPU will transfer \$200,000 in initial funding to the County. These funds will be combined with any remaining funds previously provided by CPU. The County shall then distribute the funds in accordance with the Statement of Work shown in the attached Exhibit A.
- 8.2. CPU shall then transfer an additional \$200,000 when the initial funds have been expended.
- 8.3. CPU may transfer additional funding by providing written notice to the County Program and Fiscal Contacts listed on the signature page (an email message is acceptable). No County signature shall be required so long as all other contract terms remain the same.

## **9. INDEMNIFICATION**

CPU and the County do indemnify and promise to defend and hold harmless the other party, its elected officials, officers, employees and agents from, against, and to the extent of any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees, incurred as a result of that parties negligent conduct or omission.

## **10. PROPERTY**

No real or personal property shall be purchased or acquired under this Contract.

## **11. RELATIONSHIP OF THE PARTIES**

Each party shall use their own employees to perform their respective duties under this Contract. The County, its agents, employees, officers or representatives are not employees of CPU for any purpose. CPU, its agents, employees, officers or representatives are not employees of the County for any purpose.

## **12. SEVERABILITY**

The parties agree that if any part, term, or provision of an agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

**13. SURVIVABILITY**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

**14. TERMINATION**

14.1. Either party shall have the right to terminate this Contract, in whole or in part, with or without cause, by providing no fewer than thirty (30) calendar days written notice.

14.2. Upon termination of this Contract any unexpended balance of Contract funds shall be returned to CPU. CPU agrees to reimburse the County for funds expended prior to termination.

14.3. Any notice required to be given pursuant to the terms of this section shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, or by hand delivery, to the receiving party at the address listed on the signature page, or at any other address of which a party has given notice. Notice shall be deemed given on the date of delivery or refusal as shown on the return receipt if delivered by mail, or the date upon which such notice is personally delivered in writing.

**15. THIRD PARTY BENEFICIARY**

This Contract shall not be construed to confer any rights or remedies hereunder upon anyone other than the parties of this Contract.

## EXHIBIT A

### STATEMENT OF WORK

1. Except as provided elsewhere in the Contract, the County shall provide weatherization measures and funds only to Clark County residents that reside in electrically heated homes.
  - 1.1. All weatherization work performed shall comply with current United States Department of Energy (DOE), United States Department of Health and Human Resources (HHS), Bonneville Power Administration (BPA) and Matchmaker (MM) program policies and procedures and with Washington State Department of Commerce (Commerce) Weatherization Specifications.
  - 1.2. Only single-paned windows will be replaced. All window installations will comply with CPU and BPA low income weatherization program requirements and specifications, which are incorporated by reference. Additionally, all windows must meet savings-to-investment ratios (SIRs) as required by DOE. This determination will be reached utilizing the Targeted Retrofit Energy Analysis Tool (TREAT) computerized audit or DOE approved WA State Commerce Weatherization Priority List of Measures.
  - 1.3. Funding may be used for the installation of ductless heat pumps.
  - 1.4. CPU funds may also be used for ventilation, infiltration, and duct wrapping in accordance with County program standards.
2. CPU dollars may be invested in the following baseload measures, regardless of heat source: LED lighting, CF lighting, hot water tank replacement, and water conservation measures.
3. If approved by CPU, additional limited funds may also be used for
  - 3.1. Emergency heat repair and replacement in electrically heated homes,
  - 3.2. Weatherization related repairs in electrically heated homes,
  - 3.3. Miscellaneous electric energy/water related repairs regardless of heat source.
4. All project funds shall be expended in the form of grants to facilitate conservation measures to eligible program participants.
5. Administrative, program support, and overhead costs charged shall be reasonable, and may not exceed 25% of funding dollars.
6. The County shall report to CPU a summary of expenditures and activities on a monthly basis that contains all the BPA documentation requirements.

7. CPU and the County will retain BPA required documentation information for no less than five years to be available to BPA upon request. Included will be documentation of the total number of individuals in the household and proof that the end-users income eligibility was reviewed from a verifiable source (e.g., pay stub, copied of IRS form 1040, Section 8 eligibility, certification by a CPA agency, etc.).
8. CPU will be credited and will report to BPA all savings achieved in their service territory funded through this weatherization program contract.

## Certificate of Completion

Envelope Id: 5C5A293179114745B6123BA78A0A275E	Status: Completed
Subject: Please DocuSign this 10-year grant renewal 2017-CPU-08 with Clark Public Utilities	
Source Envelope:	
Document Pages: 6	Signatures: 2
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 5	
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jay Carstens
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1300 Franklin St
	Vancouver, WA 98660
	jay.carstens@clark.wa.gov
	IP Address: 64.4.182.194

## Record Tracking

Status: Original 2/9/2017 10:00:29 AM	Holder: Jay Carstens jay.carstens@clark.wa.gov	Location: DocuSign
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## Signer Events

Amanda Migchelbrink  
 amanda.migchelbrink@clark.wa.gov  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 F6B2CB11526542F...

## Timestamp

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 Viewed: 2/9/2017 10:35:45 AM  
 Signed: 2/9/2017 10:47:29 AM

Using IP Address: 64.4.182.160

Electronic Record and Signature Disclosure:  
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 ID: f51a0c52-daf7-4840-b62a-707d383cdb08

Tina Redline  
 tina.redline@clark.wa.gov  
 Office Supervisor  
 Clark County, WA  
 Security Level: Email, Account Authentication (None)

**Completed**

Sent: 2/9/2017 10:47:30 AM  
 Viewed: 2/9/2017 11:50:42 AM  
 Signed: 2/9/2017 11:50:45 AM

Using IP Address: 64.4.181.1

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

Jay Carstens  
 jay.carstens@clark.wa.gov  
 Management Analyst XXX  
 Clark County (corrected)  
 Security Level: Email, Account Authentication (None)

**Completed**

Sent: 2/9/2017 11:50:46 AM  
 Viewed: 2/13/2017 8:10:52 AM  
 Signed: 2/21/2017 10:04:17 AM

Using IP Address: 64.4.182.194

Electronic Record and Signature Disclosure:  
 Not Offered via DocuSign  
 ID:

Mark McCauley  
 mark.mccauley@clark.wa.gov  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
 FB5426E8B9FA42C...

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 Resent: 2/21/2017 10:17:08 AM  
 Viewed: 2/21/2017 12:01:20 PM  
 Signed: 2/21/2017 12:01:41 PM

Using IP Address: 64.4.191.130

Electronic Record and Signature Disclosure:  
 Accepted: 2/21/2017 12:01:20 PM  
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## In Person Signer Events

## Signature

## Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Janet Snook janet.snook@clark.wa.gov oa dcs Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 2/21/2017 12:01:42 PM Viewed: 2/21/2017 1:43:47 PM
Lynn Mueller lynn.mueller@clark.wa.gov Senior Management Analyst Clark County Department of Community Services Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	<div style="border: 2px solid blue; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 2/21/2017 12:01:42 PM Viewed: 2/21/2017 12:29:22 PM
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Certified Delivered	Security Checked	2/21/2017 12:01:42 PM
Signing Complete	Security Checked	2/21/2017 12:01:42 PM
Completed	Security Checked	2/21/2017 12:01:42 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **CONSUMER DISCLOSURE**

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Clark County, WA:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov)

**To advise Clark County, WA of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Clark County, WA**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Clark County, WA**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [loann.vuu@clark.wa.gov](mailto:loann.vuu@clark.wa.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.